

# Exhibit “D”

# **LEGAL and GENERAL PROVISIONS TECHNICAL SPECIFICATIONS**

**FOR**

**COMMONWEALTH PORTS AUTHORITY  
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS  
PROJECT NO. CPA-RA-001-03**

**FOR**

**ROTA INTERNATIONAL AIRPORT  
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS  
RUNWAY 09/27 EXTENSION  
PHASE 1**

**FINAL SUBMITTAL  
April 21, 2005**

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OKP-00004989

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- 70-11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.** The contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property marks until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the contractor, he/she shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or he/she shall make good such damage or injury in an acceptable manner.

- 70-12 RESPONSIBILITY FOR DAMAGE CLAIMS.** The contractor shall indemnify and save harmless the Engineer and the CPA and their officers and employees from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, or property on account of the operations of the contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under any law, ordinance, order, or decree. Money due the contractor under and by virtue of his/her contract as may be considered necessary by the Owner for such purpose may be retained for the use of the Owner, or, in case no money is due, his/her surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence of that effect furnished to the Owner, except that money due the contractor will not be withheld when the contractor produces satisfactory evidence that he/she is adequately protected by public liability and property damage insurance.

- 70-13 INSURANCE-LIABILITY TO THIRD PERSONS.** The contractor and his/her subcontractors shall procure and thereafter maintain workmen's compensation, employer's liability, comprehensive general liability (bodily injury and property damage), comprehensive automobile liability (bodily injury and property damage) insurance, and Builder's Risk Insurance for Natural Disasters with respect to performance under this contract. All insurance required pursuant to the provisions of this paragraph shall be in such form, in such amounts, and for such periods of time, as

the Contracting Officer may from time to time require or approve, and with insurers approved by the Contracting Officer.

- (a) **Workmen's Compensations Insurance.** Contractor's employees engaged in any work under this contract shall be afforded the same coverage as that which is extended to the employees of the government of the Northern Marianas.
- (b) **Comprehensive General Liability Insurance.** Coverage shall have the following minimum amounts: Personal injury \$1,000,000.00 each person and \$3,000,000.00 each occurrence; Property damage, \$1,000,000.00.
- (c) **Comprehensive Automobile Liability Insurance.** Coverage of this insurance for all owned, non-owned, and hired vehicles for use on-site or off-site in connection with the project shall have the following minimum amount: Personal injury, \$1,000,000.00 each person and \$2,000,000.00 each occurrence; Property damage, \$2,000,000.00.
- (d) **The comprehensive general and automobile liability policies shall contain a provision worded as follows:**

"The insurance company waives any right of subrogation against the Engineer and the Commonwealth Ports Authority which may arise by reason of any payment under this policy."
- (e) **Builder's Risk for Natural Disaster.** Coverage shall have the following minimum amount: \$10,000,000.00.

At least 10 days prior to the commencement of work under this contract, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the CPA in such insurance shall not be effective until 30 calendar days after the Contracting Officer has received written notice from the insurer as evidenced of the receipt by the CPA.

- 70-14 OPENING SECTIONS OF THE WORK.** Should it be necessary for the contractor to complete portions of the contract work for the beneficial occupancy of the CPA prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The contractor shall make his/her own estimate of the difficulties involved in arranging his/her work to permit such beneficial occupancy by the CPA.